

Du-Truong: Nguyen

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8583 Irvine Center Drive #254

Irvine, California [92618]

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Du-Truong: Nguyen, Appears as: Sui Juris



PAID

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DU TRUONG NGUYEN,

Plaintiff

vs.

UNITED STATES OF AMERICA,

Aggrieved Defendant

Case # 8:22cv1524-JWH-ADSx
Notice of Related Cases
Case No.: 15-CR-0662, 16-CR-0166

INTERPLEADER AND DECLARATORY
RELIEF

COMPLAINT FOR INTERPLEADER AND DECLARATORY RELIEF

NOTICE TO CLERK:

NOTICE FOR HEARING,
9th day of September, 2022.

1. A. Plaintiff(s) in Interpleader

Du-Truong: Nguyen

8583 Irvine Center Drive #254

Irvine, California [92618]

B. Defendant(s) in Interpleader

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Defendant No. 1

Otis D. Wright II

District Judge

First Street Courthouse, 350 W. 1st Street,

Los Angeles, CA. 90012 - Courtroom 5D, 5th Floor.

(213) 894-8266

Defendant No. 2

Sheila English

Courtroom Deputy Clerk

First Street Courthouse, 350 W. 1st Street,

Los Angeles, CA. 90012 - Courtroom 5D, 5th Floor.

(213) 894-8266

Defendant No. 3

Karen Ilene Meyer

Attorney #220554

Ofc US Attorney, 312 N Spring St,

Los Angeles, CA 90012

(213) 894-8559

II. BASIS FOR JURISDICTION AND VENUE

I am bringing this interpleader action under Federal Rule of Civil Procedure 22.

I am bringing this interpleader action under 28 U.S.C. § 1335.

A. Interpleader Action Under Rule 22

1. Jurisdiction is proper because the action

arises under a federal statute, a federal treaty, and/or a provision of the United States Constitution (specify the relevant statutory, treaty, and/or constitutional provisions):

meets the jurisdictional requirements of 28 U.S.C. § 1332, under which no plaintiff may be a citizen of the same State as any defendant, and the amount at stake must exceed the sum or value of \$75,000:

a. The Plaintiff(s)

Du-Truong: Nguyen

b. The Defendant(s)

The plaintiff UNITED STATES OF AMERICA
and has its principal place of business
First Street Courthouse, 350 W. 1st Street, Los
Angeles, CA. 90012 - Courtroom 5D, 5th Floor

incorporated under the laws of the State of California

c. The Amount in Controversy

The amount in controversy-the amount the plaintiff claims has been refused to be disclosed by plaintiff but it is referenced under Penal Sum in case #'s 15-CR-0662, 16-CR-0166 which are both currently trading on the stock market under:

DU NGUYEN (CC 15-CR-0662-ODW)

PIMCO Short-Term Fund

Symbol: PSHAX

CUSIP: 693391211,

Net Assets: \$14,695,470,000.00, and

DU NGUYEN (CC 16-CR-0166-ODW)

Fidelity Advisor Total Bond Fund

Symbol: FEPTX

CUSIP: 31617K840

Net Assets: \$29,228,870,000.00

The amount in controversy is the Pro-rata Share in each of these securities that has been created without the knowledge of Du-Truong: Nguyen and the signature of Du-Truong: Nguyen was forged to create these securities without knowledge or consent of Du-Truong: Nguyen. An Injunction, and Writ of Habeas Corpus, and an In-Camera Hearing request has been submitted for the Final Global Settlement of these securities that has been created in the name of and under court case 's CC 15-CR-0662-ODW, CC 16-CR-0166-ODW.

Venue is proper under 28 U.S.C. § 1391 because (check one):

☐ all of the defendants live in California and at least one defendant lives in (Los Angeles county), which is located in this court's judicial district a substantial part of the property that is the subject of this complaint for interpleader is situated in (Los Angeles County, California), which is located in this court's judicial district there is no district in which this action may otherwise be brought. The court has personal jurisdiction over

the defendants for the following reasons (identify the connections the defendants have with the judicial district):

B. Interpleader Action Under 28 U.S.C. § 1335

1. In order for this court to have jurisdiction over this action, at least two defendants must be citizens of different States as defined in 28 U.S.C. § 1332(a) or (c), and the value of the property in controversy must be at least \$500.

a. Interpleader Defendant

Defendant No. 1

Otis D. Wright II

District Judge

First Street Courthouse, 350 W. 1st Street,

Los Angeles, CA. 90012 - Courtroom 5D, 5th Floor.

(213) 894-8266

Defendant No. 2

Sheila English

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Ofc US Attorney, 312 N Spring St,

Los Angeles, CA 90012

(213) 894-8559

c. The Property in controversy

The PRO-RATA SHARE and property is in controversy is worth \$ Net Assets: CUSIP REPORTS \$14,695,470,000.00, \$29,228,870,000.00.

2. Venue is proper under 28 U.S.C. § 1397 because at least one defendant, Otis D. Wright II, Sheila English, Karen Ilene Meyer resides in (Los Angeles County, California), which is located in this court's judicial district.

III. STATEMENT OF INTERPLEADER ACTION

A. Describe the property that is the subject of this interpleader action, and explain why you are in possession of the property. Explain why each of the defendants claims an entitlement to the property.

DU NGUYEN (CC 15-CR-0662-ODW)

PIMCO Short-Term Fund

Symbol: PSHAX

CUSIP: 693391211,

Net Assets: \$14,695,470,000.00, and

DU NGUYEN (CC 16-CR-0166-ODW)

Fidelity Advisor Total Bond Fund

Symbol: FEPTX

CUSIP: 31617K840

Net Assets: \$29,228,870,000.00

The amount in controversy is the Pro-rata Share in each of these securities that has been created without the knowledge of Du-Truong: Nguyen and the signature of Du-Truong: Nguyen was

forged to create these securities without knowledge or consent of Du-Truong: Nguyen. An Injunction, and Writ of Habeas Corpus, and an In-Camera Hearing request has been submitted for the Final Global Settlement of these securities that has been created in the name of and under court case 's CC 15-CR-0662-ODW, CC 16-CR-0166-ODW. The signature of Du-Truong: Nguyen was forged on the CERTIFICATION OF PARTICIPATION documents created by Attorney Karen (or Kim) Ilene Meyer #220554 who she conspired with District Judge not-so honorable Otis D. Wright II who forged the signature of Du-Truong: Nguyen on the CERTIFICATION OF PARTICIPATION which created the securities being traded per both court case #'s CC 16-CR-0166-ODW, CC 15-CR-0662-ODW.

Whereas's these securities for court case # CC 15-CR-0662-ODW can be tracked back to PIMCO Short-Term A (FUND MANAGERS Jerome M. Schneider, Nathan Chiaverini, Andrew T. Wittkop, and under Court case # CC 16-CR-0166-ODW we have FUND MANAGERS Ford E. O'Neil, Jeffrey Moore, Michael R Foggin, Celso Munoz, Michael K Weaver all who can verify the forged signature of Du-Truong: Nguyen which these securities against his ESTATE by way of liens being placed against his ESTATE by way of the court cases and the forged signatures by District Judge not-so honorable Otis D. Wright II in full cooperation with Attorney Karen (or Kim) Ilene Meyer #220554, and Courtroom Deputy Clerk - Sheila English.

B. Defendants has:

Created securities that were placed into the registry of the court TRADING CUSIPS #'S 693391211, 31617K840.

Attorney Karen (or Kim) Ilene Meyer #220554 never provided any bonds of Indemnification in this matter. Du-Truong: Nguyen is the only one who has filed any bonds in this case which are the Silver-Surety Bond, and the Silver- Surety Bond Affidavit with those two bonds being filed in the gives Du-Truong: Nguyen STANDING in the matter, and Du-Truong: Nguyen also has a UCC 1 FINANCING STATEMENT filed in the matter which also gives him a superior claim in this and Du-Truong: Nguyen is asking the court to take JUDICAIL NOTICE that the

ABSCONDED DEBTORS has been identified and cease and desist any future in one who absconds from his creditors to avoid payment of debts.

Not-So Honorable District Judge Otis D. Wright II is currently in violations to the following codes and statutes when on date 08/01/2022 Not-So Honorable District Judge Otis D. Wright II allowed TRADE SECRETS to be disclosed in the public form of proceeding court case # CC 15-CR-0662-ODW whereas, Not-So Honorable District Judge Otis D. Wright II denied Du-Truong: Nguyen request to go in CAMERA OR IN-CHAMBERS on the PRIVATE SIDE to discuss these matters but instead Not-So Honorable District Judge Otis D. Wright II allowed this confidential, secret information to be disclosed to a public setting which is a violations to the Economic Espionage Act of 1996 (18USC 1831-39), and also An Act of High Treason and a breach of allegiance to one's government, usually committed through levying war against such government or by giving aid or comfort to the enemy.

The offense of attempting by overt acts to overthrow the government of the state to which the offender owes allegiance; or of betraying the state into the hands of a foreign power.

Treason consists of two elements:

Adherence to the enemy, and rendering him aid and comfort.

Cramer v. U. S., U.S.N.Y., 325 U.S. 1, 65 S.Ct. 918, 9327 89 L.Ed. 1441.

See 18 U.S.C.A. § 2381. A person can be convicted of treason only on the testimony of two witnesses, or confession in open court. Art. III, Sec. 3, U.S. Constitution.

In this matter we have 3 sworn affidavits sworn as witness by 3 California State Notaries as to witness the proceedings that had taken place on 08/01/2022 we also have two additional witness's and a Minister as a witness plus the transcripts from the court proceedings that clearly illustrate the financial interest in this matter by all named parties listed above.

IV. RELIEF

The plaintiff requests that

Each defendant be restrained from instituting any action against the plaintiff for recovery of the property or any part of it and or any retaliations resulting in boldly harm for disclosing and whistle-blowing on this mass con job to steal the funds from private estates and not pay any taxes on the debt they create and leave Du-Truong: Nguyen with the TAX LIABILITY for the securities and debt they create. Not-So Honorable District Judge Otis D. Wright II reaps benefits from this arrangement by way of his 401K retirement plan its all tied to the CAFR ACCOUNT. Not-So Honorable District Judge Otis D. Wright II is also in violations to AGGREGATED IDENTINTIY THEFT, SECURITIES FRAUD (NOT BEING A LICENSED BROKER AND CREATING THESE SECURITIES, and he never produced his OATH of OFFICE upon request which means that he vacated his Office the moment he denied the request to provide the OATH of OFFICE which means that he also fails to qualify.

In *Vetere v. Ponce*, (1) emanating from the jurisdiction of the Town/Village of Harrison, has recently cast significant public opinion on § 30, Public Officers Law. (2) Although surrounded by political mischief, the case ultimately concerns the perceived right of a duly elected public official to retain his elected post, even though not in strict compliance with a qualifying section of Public Officers Law. The NY Law Journal (3) has headlined its piece on this case (& its most curious sequence of political events) with the words, "Technical Omission Costs Official His Post." We question here whether non-compliance with this statute is properly characterized as a "technical" omission. We submit that the failure to timely file an oath of office is an important & justifiable disqualification for holding public office. Those who are hurt by the consequences of failure to strictly comply, must resignedly accept their fate b/c, as we intend to show, the purpose of the statute is to secure a trust rather than to punish the careless.

No Exceptions!

Briefly, § 30(1)(h) obligates a public official, whether elected or appointed, to file an oath of office, within 30 days of the commencement or notification of his term. The NY Courts have heard several cases pleading relief from a direct reading of this section, yet all pleas have been to no avail. In each & every case, the courts have read the clear & undisputed language of the statute finding no latitude to permit any exceptions.

This statute is emphatic & unequivocal. It does not seem possible that it can be misunderstood.

In case a person appointed to office neglects to file his official oath within 15 [now 30] days after notice of appointment or within 15 [now 30] days after the commencement of the term of office, the office becomes vacant ipso facto. That is all there is to it. No judicial procedure is necessary; no notice is necessary; nothing is necessary. The office is vacant, as much so as though the appointee were dead; there is no incumbent, & the vacancy may be filled by the proper appointive power. Both the Attorney General (1976, Op. Atty. Gen. (Inf.) 336) & the State Comptroller (10 Op. State Compt. 332) have issued opinions that the failure of a public officer to file an oath is not correctable, because the statute specifically creates the vacancy without providing a remedy. The provisions of Public Officers Law § 30 creates a vacancy which the appointing authority (e.g., town board, county executive, county legislature) may fill at any time (Public Officers Law, § 38). Public Officers Law § 30 provides that an appointive office shall become vacant for failure to file an official oath "within 30 days after [the] [sic] appointment, or within 30 days after the commencement of such term." If § 30 can produce a popularly perceived harsh result by not permitting any exceptions to its mandate, the remedy lies not with the Court but with the Legislature. Members of the NY BAR must agree, for it is surely the proper role of the judiciary to declare what the law is, & not what it ought to be. Since no exceptions can be accepted by the courts to relieve the demands of the "emphatic & unequivocal" language of the statute, (13) Public Officer, Beware! No excuses under NY Law can remedy your unenviable situation.

Non-Compliance is Not a "Technical Omission"

The NY Legislature apparently believes the taking of the oath of office to be a critical qualification for those in public office accepting the public trust. An oath, we are all aware, is a solemn promise the taking of which is described as "burdening the conscience" where something is present to distinguish between an oath & a bare assertion.

Not-So Honorable District Judge Otis D. Wright II was asked to produce his oath of office in the court room on multiple occasions and he never once provided his oath of office upon demand whereas Failure to File the Oath Vacates the Office Due to Failure to Qualify and is a Non-Compliance is Not a "Technical Omission" and since no exceptions can be accepted by the courts to relieve the demands of the "emphatic & unequivocal" language of the statute, (13) Public Officer, Beware! No excuses under NY Law can remedy your unenviable situation. The "emphatic & unequivocal" language of § 30, Public Officers Law represents one of the important links in the web of our representative democracy & is on the far other side of a mere "technical" nuisance. To reiterate, Public Officer, Beware! The law as it is presently set forth is there to protect, not to punish. No excuses will save a public term of office without taking & timely filing a solemn promise to the people served.⁰¹. New York Law Journal, April 23, 1996, p. 29, col. 6.

Some form of an oath has always been required, for the double reason that only by some unequivocal form could the sworn be distinguished from the unsworn averment, & the sanctions of religion add their solemn & binding force to the act. (Pandects, xii, 2; 3 Coke's Inst. 165; 1 Phil. on Ev. 15; 1 Starkie on Ev. 23; Lord HARDWICKE, in *Omychund v. Barker*, 1 Atkyns, 21; Tyler on Oaths, 15; 1 Greenleaf on Ev., §§ 328, 371; 1 Alison's Crim. Law, 474; 3 Wharton's Am. Crim. Law, § 2205; 2 Arch. Crim. Pl., 1723.)... [T]hese sanctions have grown elastic, & gradually accommodated themselves to differences of creed, & varieties of belief, so that, as the Christian is sworn upon the Gospels, & invokes the Divine help to the truth of his testimony, the Jew also may be sworn upon the Pentateuch, the Quaker solemnly affirm without invoking the anger or aid of Deity, & the Gentoo kneel before his Brahmin priest with peculiar ceremonies... The changes of form incident to the growth of nations & of commerce have been

serious, but have not dispensed with a form entirely. . . A wide scope, a large liberty, is thus given to the form of the oath, but some form remains essential. Something must be present to distinguish between the oath & the bare assertion. An act must be done, & clothed in such form as to characterize & evidence it. . .

The defendants be required to interplead and settle among themselves their rights to the property and that the plaintiff be discharged from all liability

The plaintiff recovers costs and reasonable attorney's fees, Pro-Rata Share in the securities that has been created on the behalf and the benefit of Du-Truong: Nguyen by all named parties above.

The defendants will immediately remove the ankle device from Du-Truong: Nguyen and release him from his 7 years of false imprisonment and the three named defendants will all be held personally liable for treble damages in their professional and private capacities for the above-named crimes and denials of due process.

The court grant any further relief as may be just and proper under the circumstances of this case.

Defendant No. 1

Otis D. Wright II

District Judge

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Defendant No. 2

Sheila English

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Defendant No. 3

Karen Ilene Meyer

Attorney #220554

Ofc US Attorney, 312 N Spring St,

Los Angeles, CA 90012

(213) 894-8559

V. CERTIFICATION AND CLOSING

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11 Private Securities Litigation Reform Act of 1995.

CONCLUSION

Because of Not-So Honorable District Judge Otis D. Wright II superior knowledge of the law, and our witnessing a constitutional wrong through fraudulent violation of rights, privileges and immunities, equating to felony perjury of oath, your injury to the rights of said Citizen constitutes an actionable offense with no immunity, by failure to act upon a ministerial duty.

VERIFICATION

In Witness, Whereof, knowing the law of bearing false witness before God and men I solemnly affirm, that, I have read the foregoing, and know the contents thereof to be true to the best of my knowledge, except as to the matters which are therein stated on my information or belief, and as to those matters, I believe them to be true. These instruments are submitted upon good faith belief that they are grounded in fact, warranted by existing law or a good faith argument for the modification or reversal of existing law and are submitted for proper purposes, and not to cause harassment and unnecessary delay or costs.

Submitted this 11th day of August 2022.

Affiant, _____

A handwritten signature in blue ink, appearing to be 'D. Du-Truong', written over a horizontal line.

(signature)

I, Du-Truong: Nguyen, certify that I have served the Office of the Prosecuting Attorney a true and correct copy of this legal document on this 8th day of August, 2022, and that I also filed a copy of this legal document with the Court Clerk on the above specified date.

AFFIDAVIT AND PUBLIC NOTICE

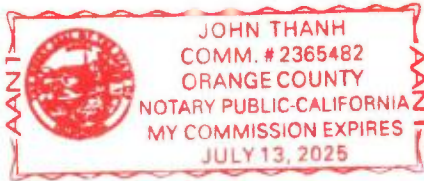
firsthand knowledge, understanding, and belief, by his free will and voluntary act and deed by placing his signature/autograph on the foregoing document, executed the within instrument.

Given under my hand and seal this 11th day of August, 2022.

Notary signature Seal

Printed Notary name

My commission expires _____



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ORANGE

Subscribed and sworn to (or affirmed) before me on this 11th
day of AUG, 2022 by DU TRUONG NGUYEN
proved to me on the basis of satisfactory evidence to be the
person who appeared before me.

Notary Signature *[Signature]*